

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 27th day of July, 1984, by and between the Maryland-National Capital Park and Planning Commission (hereinafter referred to as LESSOR) and Montgomery County, Maryland (hereinafter referred to as LESSEE).

W I T N E S S E T H

WHEREAS, the LESSOR under the authority of Article 28 of the Annotated Code of Maryland has responsibility to acquire, own, operate and maintain park and recreation facilities within the Maryland-Washington Metropolitan District, which District includes parts of Montgomery County, Maryland and Prince George's County, Maryland; and

WHEREAS, the LESSOR is the owner of the fee simple title in the land and building thereon located at 2450 Lyttonsville Road, Chevy Chase, in Montgomery County, Maryland; and

WHEREAS, the LESSOR and the LESSEE in accordance with their intent and purpose to provide recreational facilities in Montgomery County, desire to have maintained and operated a Community Recreation Center; and

WHEREAS, the LESSOR and LESSEE agreed that the LESSEE could expand the Rosemary Hills Local Park Building; and

WHEREAS, the LESSEE appropriated \$621,000 for this purpose; and

WHEREAS, the LESSEE has added approximately 6,915 net square feet of floor space to the original structure and has renovated 1,794 net square feet of floor space found in the original ROSEMARY HILLS RECREATION CENTER; and

WHEREAS, the LESSOR joins with the LESSEE in the division of responsibilities for the maintenance of the ROSEMARY HILLS RECREATION CENTER; and

WHEREAS, the parties hereto desire to establish, among other things, the division of responsibilities for the maintenance of the ROSEMARY HILLS COMMUNITY CENTER for a period beginning on January 1, 1984, and continuing through November 30, 1987.

WHEREAS, the LESSEE desires to lease the premises known as the ROSEMARY HILLS COMMUNITY CENTER from the LESSOR.

NOW, THEREFORE, in consideration of the mutual promise and covenants contained herein, the LESSOR and the LESSEE do agree as follows:

ARTICLE I

PREMISES

For and in consideration of the rent herein set out and of the covenants and agreements herein contained, the LESSOR hereby leases to the LESSEE the building located at 2450 Lyttonsville Road, Chevy Chase, Maryland, and known as the ROSEMARY HILLS COMMUNITY CENTER and the adjacent parking area (hereinafter referred to as PREMISES).

ARTICLE II

TERM; RENEWAL

(a) The term of this Lease shall commence on the date first hereinabove written and shall terminate on November 30, 1987, unless terminated for cause as herein provided before the expiration of such term.

(b) Subject to the limitations contained in this Lease, the LESSEE shall have the option to extend the term of this Lease for five (5) successive four (4) year periods by giving notice to the LESSOR of its intentions to exercise such option six (6) months or more before the end of each four (4) year renewal term. The LESSOR reserves the right to approve the LESSEE's request to exercise such option which approval shall not be unreasonably withheld. In the event that the LESSEE's request is granted, all of the terms, conditions and covenants provided in this Lease shall apply during the aforementioned extended term.

ARTICLE III

CONSIDERATION

(a) LESSEE shall pay LESSOR as rent the total sum of Ten Dollars (\$10.00) payable upon execution hereof, and which payment LESSOR hereby acknowledges.

(b) The parties hereto recognize that LESSEE may collect user and other fees in connection with its operation of the PREMISES and they agree that any and all such fees shall belong solely to LESSEE.

ARTICLE IV

LESSEE'S RESPONSIBILITIES

The LESSEE agrees to assume the following responsibilities:

- A. Use the building for human services purpose only.
- B. Provide all staff for the building and its programs.
- C. Permit use of the building to the public.
- D. Maintain the interior and exterior of the ROSEMARY HILLS COMMUNITY CENTER building.
- E. Supply locks and keys to the building (one key assigned to the Park Police and one to the Montgomery County Security Office).
- F. Supply and maintain an alarm system connected to Montgomery County Security Office system. The Montgomery County Security Office will notify the Park Police if alarm is sounded.
- G. Maintain all mechanical and electrical systems and equipment in the interior of the building and those that serve the building.
- H. Pay for all charges for fuel, water, gas, electricity, telephone, or other public utilities necessary for the operation of the building.
- I. Maintain public liability insurance (See Article V).
- J. Maintain fire insurance for interior furnishings of the building in an amount not less than Forty Thousand Dollars (\$40,000.00).
- K. Provide custodial services and supplies for the interior of the building.
- L. Abide by all LESSOR Park Rules and

Regulations, particularly no alcoholic beverages are permitted.

ARTICLE V

LESSOR'S RESPONSIBILITIES

The LESSOR agrees to assume the following responsibilities:

- A. Maintain the exterior area surrounding the building.
- B. Maintain all sidewalks, driveways and parking lot facilities (including snow removal).
- C. Maintain all landscaping and grounds outside of the building.
- D. Maintain building fire insurance.
- E. Provide trash cans and plastic bags for refuse collection from the building.
- F. Provide refuse collection, grass mowing, leaf collection, and additional landscape planting that may be deemed appropriate by the LESSOR.
- G. Maintain all parking lot lighting.
- H. Maintain police patrol and law enforcement.

ARTICLE VI

LESSEE'S PUBLIC LIABILITY INSURANCE

During the period of this Lease, the LESSEE shall at all times indemnify, defend and hold the LESSOR harmless against all actions, claims, demands, costs, damages, penalties or expenses which results from the negligence or fault of the LESSEE, which may be brought or made against the LESSOR or which the LESSOR may pay or incur by reason of any work on the demised PREMISES which may be performed by or at the direction of the LESSEE pursuant to this Lease. The LESSEE reserves the right to self-insure in the amounts required in this Lease, or in the alternative, shall carry, with a company authorized and licensed to do business in the State of Maryland, policies of insurance against public liability with limits of at least One Hundred Thousand Dollars (\$100,000.00) for any one claim and Three Hundred Thousand Dollars (\$300,000.00) for any one accident and against property

damage with a limit of at least Fifty Thousand Dollars (\$50,000.00) together with excess coverage up to One Million Dollars (\$1,000,000.00) which insurance shall be in effect at all times when any work is being done on the PREMISES by the LESSEE; provided, however, that should all such work be done by a contractor, LESSEE may require the contractor to carry such insurance in the aforesaid listed amounts or more as in compliance with the foregoing insurance requirements. Before commencing any such work, the LESSEE shall furnish the LESSOR with Certificates of Insurance evidencing compliance with the foregoing insurance requirements.

ARTICLE VII

IMPROVEMENTS

The LESSEE shall have the right at any time and from time to time during the demised term to make such alterations, changes and new construction to the building, improvements, building fixtures and/or equipment located on the demised PREMISES as the LESSEE shall deem desirable for the convenience or requirements of operating the business of the ROSEMARY HILLS COMMUNITY CENTER. Provided, that any major or structural alteration, change and/or new construction to the building, improvements, building fixtures and/or equipment located on the demised PREMISES requires the prior written approval of the LESSOR in the manner designated by this Lease, which approval shall not be unreasonably withheld.

ARTICLE VIII

ALL-RISK PROPERTY INSURANCE

That the LESSOR shall, during the demised term, at its own expense, cause to be maintained at all times replacement cost insurance against loss to the demised PREMISES. The LESSEE shall maintain replacement cost insurance on the contents owned by LESSEE while on the demised PREMISES.

ARTICLE IX

RESTORATIONS

If, at any time after the execution of this Lease, the improvements on the demised PREMISES are destroyed or damaged by

fire or the elements or by any other cause, the LESSOR, at its own expense, whether or not the proceeds or insurance shall be sufficient, therefore, shall either restore or rebuild the improvements as nearly as possible to the condition existing just prior to said destruction or damage or it shall restore the demised PREMISES to its original condition, provided sufficient funds are appropriate therefor by the County Council for Montgomery County.

ARTICLE X

SIGNS

The LESSEE may install or remove any signs on the exterior of the PREMISES; provided, however, any sign so installed shall state that the PREMISES was constructed and is operated by the LESSEE for recreational purposes and is owned by LESSOR.

ARTICLE XI

CONDUCT AND SAFETY OF FACILITY

LESSEE shall conduct all of its operations hereunder in a thoroughly workmanlike, efficient, safe and careful manner; shall observe such safety precautions and rules in its operations as the LESSOR from time to time may require; shall maintain an adequate number of employees to supervise and regulate the use of the PREMISES and shall maintain the PREMISES at all times in safe and good operating condition and repair.

ARTICLE XII

USE

The LESSEE shall not use the PREMISES for any other use than that of a recreational facility as contemplated herein.

ARTICLE XIII

LESSOR'S RIGHT OF INSPECTION

The LESSOR shall be entitled to visit and inspect the demised PREMISES during reasonable hours and after reasonable notice but shall be under no obligation to make any visits or inspections.

ARTICLE XIV

ASSIGNMENTS AND SUBCONTRACTING

Neither this Lease nor any interest therein nor claim thereunder shall be assigned or transferred by the LESSEE or LESSOR except as expressly authorized in writing by the LESSEE'S Chief Administrative Officer and Executive Director of the LESSOR and no agreements shall be made by the LESSEE or LESSOR with any other party for furnishing any of the work or services herein agreed upon without the written approval of the LESSEE'S Chief Administrative Officer and Executive Director of LESSOR, but these provisions will not be taken as requiring the approval of contracts of employment between the LESSEE and LESSOR and personnel assigned for services hereunder.

ARTICLE XV

CHANGES

The Chief Administrative Officer of the LESSEE or his designee and the Executive Director of the LESSOR may at any time request, in writing, changes within the general scope of this Lease in division of responsibilities.

ARTICLE XVI

NONDISCRIMINATION IN EMPLOYMENT

The LESSEE and LESSOR agree to comply with the nondiscrimination in employment policies recited in Section 20-24 of the Montgomery County Code 1972, and as implemented by Montgomery County Executive Regulation 9-75, dated April 3, 1975, which is incorporated herein and made a part hereof. Compliance with State and federal nondiscrimination provisions shall be deemed by the LESSEE to be substantial compliance hereunder.

ARTICLE XVII

QUIET ENJOYMENT

LESSOR covenants and agrees that LESSEE, upon paying the rent and all other charges herein provided for and observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the leased PREMISES without hindrance or molestation of LESSOR, during the term of this Lease and any extensions hereof, or any person or persons claiming under LESSOR, subject however, to its provisions.

ARTICLE XIX

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and any changes or additions thereto shall not become binding upon any party until reduced in writing and accepted by both parties and attached hereto.

IN WITNESS WHEREOF, the parties herein have executed this Lease as of the date and year first written above.

ATTEST:

[Signature]

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

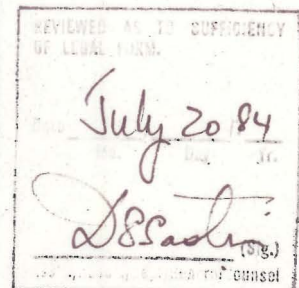
Thomas H. Countee, Jr. 5/27/84
Thomas H. Countee, Jr.
Executive Director

ATTEST:

Rita D. Russell

THE DEPARTMENT OF PARKS

Stanton G. Ernst
Stanton G. Ernst
Director of Parks



ATTEST:

MONTGOMERY COUNTY, MARYLAND

Patricia S. Appers

Robert K. Kendal 3/13/84
Robert K. Kendal
Assistant Chief Administrative
Officer

ATTEST:

Recommend approval,
MONTGOMERY COUNTY DEPARTMENT OF
RECREATION

David Robbins

David Robbins
Director of Recreation

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney

Date: 2/28/84